

REQUEST FOR PROPOSALS (RFP)

Issue Date: August 16, 2017

RFP# 301-18-004

Title: Operations and Management Services for the Southeast Virginia Farmers' Market.

Commodity Code: 95878

Issuing Agency: Commonwealth of Virginia
Virginia Department of Agriculture and Consumer Services
Procurement Office
102 Governor Street, Rm. 239
Richmond, VA 23219

Initial Period of Contract: January 1, 2018 through December 31, 2018 (with 4 one-year renewals)

Sealed proposals will be received until 2:00 pm, EST on Friday, September 22, 2017, for furnishing the goods/services described herein. All inquiries for information must be submitted in writing, via email, to:

Kevin Steinbrecher, A.P.P., CPPB, VCO
Senior Contract Specialist of Procurement and Support Services
Telephone: 804-225-4887
Fax: 804-371-8372
Email: Kevin.steinbrecher@vdacs.virginia.gov

If proposals are mailed or hand-delivered to the Issuing Agency, use the address shown above. Electronic proposals are not allowed and cannot be accepted.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____ Zip Code _____	(Please Print)
	Title: _____
eVA Vendor ID or DUNS #: _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____

OPTIONAL PREPROPOSAL CONFERENCE: will be held on August 29, 2017 at 11:00 AM at the facility.
(Reference: Section VII.H. herein for additional information concerning the pre-proposal meeting.)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

RETURN ALL PAGES ALONG WITH YOUR ORIGINAL PROPOSAL

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
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I. PURPOSE

- A. The purpose of this Request for Proposals (RFP) is to solicit sealed proposals in order to enter into a competitively negotiated contract with one Successful Offeror for the Operations and Management of the Southeast Virginia Farmers' Market located in Courtland, Virginia for the owner, the Virginia Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia.

II. BACKGROUND

- A. A contract was awarded to Farmer's Market, LLC on December 7, 2012, via RFP 301-13-021, to provide for the operations and management services for the Southeast Virginia Farmers' Market. The contract will expire on December 31, 2017.
- B. The 1986 General Assembly created the Virginia Farmers Market Board to plan a marketing network to establish new marketing and distribution outlets for producers and buyers. The 1988 General Assembly provided funding to establish the Virginia Farmers' Market Network, consisting of both wholesale and shipping markets, throughout Virginia. The 2001 General Assembly abolished the Virginia Farmers' Market Board and transferred the Farmers' Market System's oversight responsibility to the Board of Agriculture and Consumer Services. The Virginia Farmers' Market System includes two (2) wholesale/shipping point farmer's markets which are the Southeast Virginia Farmers' Market in Courtland, VA and the Eastern Shore of Virginia Farmers' Market and Seafood Facility in Melfa, VA.
- C. The Farmers' Market System was established to assist small and medium size farmers by opening additional marketing channels through a selection of services to be provided by independent Contractors. The ability to provide fresher produce in larger quantities to the marketplace creates increased demand for Virginia's agricultural products and more potential sales opportunities and profit potential from Virginia farmers. A marketing advantage is provided for small to medium size growers using the farmer's market system that individual growers cannot provide for themselves.

1. Farmers Market Services

The market provides space and cold storage for brokers, shippers, and farmers and services required to market local agricultural products. Commodities, specifically produce, are solicited from growers in the regional area surrounding the facility and southeast Virginia. The market facility exists to provide the opportunity to stimulate fruit and vegetable production in its service area.

2. Market Users and Customers

The Southeast Virginia Farmers' Market provides service to producers/suppliers within the region of the facility (generally Southeastern Virginia and Northeastern North Carolina).

3. Description of Facilities

The Southeast Virginia Farmers' Market is located in the Southampton County Agri-business Park, 24540 Agri Park Drive, Courtland, VA 23837. The facility consists of a 1,200 square foot administrative office building, an 8,085 square foot direct sales building, a 40,700 square foot production sales warehouse (including 9,600 square feet of refrigerated storage) and a 7,500 square foot melon sales building, and a truck scale.

III. STATEMENT OF NEEDS

The Successful Offeror shall operate and manage the Southeast Virginia Farmers' Market as an independent contractor. The goal of the market is to improve and expand domestic and international marketing opportunities for agricultural commodities while enhancing the economy and profitability of Virginia's agricultural industry.

The Successful Offeror shall provide services under the following guidelines:

- A. The Successful Offeror should be an active and supporting member of the statewide Farmers' Market System. The Successful Offeror must operate the market in a manner to support the achievements or objectives stated in the specific requirements section on pages 8 – 10, Section IV.B.
- B. Profits or losses from the operation of the market will accrue to the Successful Offeror.
- C. Marketing fee guidelines and the criteria for selection of tenants proposed by the Successful Offeror and final tenant selection are subject to review by VDACS. Market operating rules shall be posted in conspicuous locations on the market property and distributed to interested growers or those requesting use of the market's services. The rules shall include, but not be limited to, hours of operation, hours for accepting product deliveries, payment or disbursement periods and policies and grower payment schedule, fees for specific services, and a system for handling grower complaints.
- D. The Successful Offeror shall cooperate with local individuals, groups, industry associations, and advisory boards to maintain strong support of the region and market concept.
- E. The Successful Offeror shall cooperate with other Farmers' Market System operators.
- F. Assistance in production methods and handling of commodities to meet wholesale, retail and institutional produce industry standards and specifications shall be made available and coordinated by the Successful Offeror's market management staff in cooperation with the staff of VDACS, the VA Cooperative Extension Services, USDA, and other agencies.
- G. A representative(s) of the Successful Offeror shall attend all called meetings of Farmers' Market System operators, as well as any other meetings deemed necessary by VDACS. Reciprocally, a representative(s) of VDACS' staff may attend regular and called meetings of the Successful Offeror's Board of Directors, special committees, or Successful Offeror's management or market operations team(s).
- H. Reporting Requirements: The Successful Offeror may be required to submit a quarterly report on the market operations. Per Code of Virginia, § 3.2-3501, the Successful Offeror shall annually submit to the designated VDACS representative a plan for, and a report on, the operation of the market. The plan shall describe the Successful Offeror's goals for the coming year as to the acreage to be served by the market, the types of crops to be sold at the market, and the number of brokers, buyers, and producers to utilize the market. The report shall describe the extent to which the goals for the previous year were met. The Successful Offeror may be subject to annual performance evaluations by VDACS.
- I. Auditor's Report: The Successful Offeror shall be responsible for implementing and/or maintaining a system to account for receivables, sales receipts, billings, expenditures, and assets. Business activity tracking systems that are conducive to tracking product through the market system to point of delivery are required. The system shall be assessable to private and public sector audit concerns, including but not limited to the Auditor of Public Accounts and the VDACS Internal Auditor.

- J. Inventory Controls: The Successful Offeror shall be responsible for maintaining control and inventory on all equipment, packing containers and materials provided by the Commonwealth of Virginia. Loss or abuse of the equipment, packing containers and other materials provided by the Commonwealth will be subject to reimbursement of or replacement to the Commonwealth for the lost or abused items. In such cases(s), the Commonwealth reserves the right to remove all similar equipment or materials to another market in the system.
- K. Office Furniture/Equipment: It shall be the sole responsibility of the Successful Offeror to provide any office furniture or office equipment deemed necessary for the efficient operation of the market. Any office furniture and equipment presently supplied by the Commonwealth remains the property of the Commonwealth. Disposal of the Commonwealth's property is limited to the Commonwealth.
- L. If the Successful Offeror finds it necessary or beneficial to lease any part of the market facility to another in the public or private sector entity, the written contract for such leasing arrangements shall be approved by VDACS prior to executing the lease agreement.
- M. The Successful Offeror must implement a program of Good Agricultural Practices (GAP), as outlined by USDA and FDA guidelines. In addition, should a Hazard Analysis Critical Control Point (HAACP) plan be deemed necessary by appropriate authorities, the Successful Offeror should have the knowledge, skills and abilities to implement such a program in place in a reasonable amount of time. (HAACP is mandated by FDA for entities involved in any kind of food processing or food manufacturing.)
- N. Security of the market facility and associated market operations on the premises are the sole responsibilities of the Successful Offeror.
- O. The Successful Offeror shall be accountable to and receive oversight and guidance from the VDACS and comply with policies.
- P. The Successful Offeror shall be responsible for all facility related operational expenses including utility costs (water, sewer, waste disposal, electricity, oil, natural gas, propane, etc.) and maintenance and testing requirements for water supply systems, process waste water disposal systems.
- Q. The Successful Offeror shall provide proper administration for the entire facility by having resources that can effectively manage and conduct general office duties as well as provide oversight to ensure the facilities are being properly maintained.
- R. The Successful Offeror shall operate the market in compliance with all applicable laws, rules and regulations required by State and Federal agencies including, the Virginia Departments of Health, Environmental Quality, Labor & Industry, Agriculture and Consumer Services, and the United States Department of Agriculture, Environmental Protection Agency and Food & Drug Administration.
- S. Maintenance and Repair:
 - a. The Successful Offeror shall be responsible for maintenance and repair of all buildings, to include but not limited to the refrigeration or freezer systems, plumbing, electrical, grounds, pavement, and associated building equipment. Major replacement of **"complete"** building systems will be the responsibility of VDACS; building systems include the building shell, roof, refrigeration systems, and parking lot. Preventive maintenance contracts shall be maintained by the Successful Offeror for all building

control systems, heating and cooling systems, fire alarm systems, sprinkler systems, refrigeration systems, and other equipment to include coolers and ice equipment, if applicable. The Successful Offeror must provide current software updates for all computer controlled equipment and/or systems. Upon request, a copy of all preventive maintenance agreements shall be provided to VDACS to insure coverage is provided on required systems and that the coverage is sufficient. All buildings, grounds, pavement and associated equipment may be inspected at least semi-annually by the Departments of Health, Environmental Quality, Labor & Industry, and VDACS to determine if the facility is being properly maintained. Failure to properly maintain the market facility may be grounds for cancellation of the contract.

- b. Any damage to the building shell or components from the use of pallet jacks, forklifts, or other heavy equipment shall be repaired by the Successful Offeror.
 - c. All alterations, renovations and/or retrofitting of the facility or any part of facility must be approved by VDACS' Commissioner's Office prior to initiation of the alteration, renovation or retrofitting and must be done in accordance with the current edition of the *Virginia Uniform Statewide Building Code*, *BOCA National Building Code*, *BOCA National Plumbing Code*, *BOCA National Mechanical Code*, *NFIPA National Electric Code* and/or *ANSI A117.1 Handicap Standard 1980*. Plans for alterations, renovations and/or retrofitting of the facility must be submitted to VDACS' Office of Administrative and Financial Services at least ninety (90) days prior to anticipated start of the project. VDACS' Office of Administrative and Financial Services will review the project plan and forward it to the Commissioner's Office for review. Bureau of Capital Management (BCOM) approval is required for all alterations, renovations, and/or retrofitting of the facility or any part of it. The Successful Offeror shall be responsible for all costs associated with necessary plan and specifications review.
 - d. Maintenance, repair and/or replacement of all equipment purchased by the Successful Offeror such as, but not limited to, forklifts, conveyers, office equipment, etc. shall be the responsibility of the Successful Offeror.
 - e. Maintenance and repair of all equipment purchased by VDACS such as, but not limited to, forklifts, pallet jacks, coolers, conveyers, packing line equipment, ice equipment, and office equipment, shall be the responsibility of Successful Offeror. If, however, any of this equipment becomes nonfunctional and cannot be repaired, VDACS reserves the right not to replace it.
- T. If requested, an annual audited financial statement showing the sources and uses of funds and any profits or losses accruing to the Successful Offeror must be provided to the VDACS.
 - U. The Successful Offeror will obtain, if necessary, a Virginia Dealers' License under *VA Dealers' Agricultural Products Law* requiring a \$40,000 bond and a *Perishable Agriculture Commodity Act (PACA)* License from USDA/AMS, Fruit and Vegetable Division.
 - V. VDACS will retain permanent use of Office # 102 within the Administration Office Building to be used as workspace for agency staff at no cost to VDACS. The space is approximately 137 square feet. Only upon mutual written agreement between the parties shall the Successful Offeror be allowed use of this space.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

GENERAL INSTRUCTIONS:

- A. **RFP RESPONSE:** In order to be considered for selection Offerors must submit a complete response to this RFP. **One (1) original hard copy (paper)** of the entire proposal, including all attachments and proprietary information clearly marked "Original" on the outside of the proposal and **four (4) copies**, so marked, of each proposal must be submitted to VDACS Procurement office – along with an electronic copy in Word format on a CD or encrypted flash drive. In addition, the Offeror must submit one (1) unsecured, electronic copy (on a CD or encrypted flash drive) of the entire proposal including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION if any information was designated as proprietary. No other distribution of the proposal shall be made by the Offeror.

If applicable, the outside of the proposal must be marked to denote proprietary information

1. **PROPOSAL PREPARATION:**

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall

not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- g. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.
- 2. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- 3. **Site Visit:** A site visit to each offerors' facility may or may not be necessary.

B. **SPECIFIC REQUIREMENTS OF PROPOSAL:** Proposals should be as thorough and detailed as possible so that the Agency evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal. The proposal response must be submitted in the same order as outlined below, to include the same "TAB" headings.

Tab 1. Return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. Required for original hardcopy only. Electronic copies should include Page 1 only of the RFP.

Tab 2. Offeror Data Sheet included as an Attachment A.

Tab 3. A written narrative statement to include:

- (a) Experience of your company and its staff in providing the services described in the Scope of Work (Section III.);
- (b) Names, qualifications and experience of lead personnel to be assigned to the project; and
- (c) Capacity to provide services within your firm's current workload commitments.

Tab 4: Specific approach and plan for providing the goods/services described herein including, but not limited, to the following:

- (a) A written narrative describing the Offeror's knowledge of agricultural, marketing techniques, and sales experience with VA agricultural products.
- (b) Market staff position descriptions and names and résumés of those to be assigned to those positions for this project.
- (c) A written operating plan as to how the Offeror will manage and operate the Southeast Virginia Farmers' Market Facility as an independent Contractor keeping the following specific objectives in mind.
 - 1. To minimize difficulties for small or new farmers attempting to utilize the farmers market system.
 - 2. To assure that all market facilities and services are made available to all of the Commonwealth's growers, regardless of organizational membership requirements, race, color, religion, gender identity, sex, age, veteran status, national origin, disability, or political affiliation.
 - 3. To meet buyers' demands for quantity and quality products.
 - 4. To establish buyer/seller relationships and to provide the opportunity for all producers to be made aware of current product value, quality and quantity of similar product in the marketplace.
 - 5. To maximize operating efficiency and effectiveness.
 - 6. To market products for the maximum financial benefit of users and the Successful Offeror.
 - 7. To maximize volume throughputs.
 - 8. To minimize user/tenant costs.
 - 9. To insure that equal marketing opportunities are available to all producers in the region who meet pre-established market requirements.
 - 10. To support the Virginia's Finest Trademark Program and the "Virginia Grown" program, wherever and whenever possible.
 - 11. To have a written plan in place on how emergency situations will be addressed.
 - 12. To have the facilities open on a schedule that best accommodates the needs of the market tenants and the industry.

Tab 5. A narrative response that describes the following:

- (a) How the Offeror and their management would contract with potential growers for market services.
- (b) How the Offeror and their management would arrange for market operation personnel such as packing line workers, dock workers, equipment operators, building and grounds maintenance, office administration personnel, and sales staff.

- (c) How the Offeror and their management would interface with the VA Tech/VA State Cooperative Extension Service in accessing and providing grower education and research on commercial produce production techniques and on commercial produce varieties acceptable to major retail and institutional produce buyers.
- (d) How the Offeror would make the commitment or “seal the deal” with potential produce growers for market services and supplies.
- (e) The Offeror’s system to assure fair and equitable dealings with all growers and to deal with customer or grower complaints? Describe fully.
- (f) How the reporting requirements will be met and provided to VDACS as stated in the RFP.

Tab 6. Financial Information:

Documentation supporting your firm’s financial stability to provide continued services, such as a reviewed financial statement or a document compiled by an independent auditor, attesting to the Offeror’s financial resources available to provide the operations and management services required herein.

Tab 7. Preventative Maintenance Plans – Describe the maintenance plans for all buildings, grounds, pavement, and associated equipment your firm would provide if awarded a contract.

Tab 8. Small Business Subcontracting Plan – Summarize the planned utilization of SBSD-certified small businesses which include businesses owned by women and minorities, when they have received SBSD small certification, under the contract to be awarded as a result of this solicitation (Attachment B).

Tab 9. State Corporation Commission Form, submit Attachment C.

Tab 10. Compliance: Does your Firm accept Section III, the “SCOPE OF WORK”, Section VI, the “GENERAL TERMS AND CONDITIONS” and Section VII, the “SPECIAL TERMS AND CONDITIONS,” as presented in the RFP?

Yes _____ No _____

If “No,” identify the specific section(s) of the RFP and the reason for non-compliance in this tab to be titled “Exceptions to the RFP”.

V. EVALUATION CRITERIA

A. Proposals shall be evaluated using the following criteria:

CATEGORY	POINT VALUE
Plan/Approach for providing operations & management services and maintenance services available to perform the work.	35
Experience and Qualifications of the firm and assigned personnel and knowledge of agricultural marketing techniques.	25
Financial plan, revenue projections, financial resources, and financial stability.	20
Small Business Subcontracting Plan.	20

VI. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in

its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and

corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic

and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred

and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:
- During the performance of this contract, the contractor agrees to (i) provide a drug- free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

- W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY.** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- D. **eVA ORDERS AND CONTRACTS:** It is anticipated the solicitation/contract will result in no purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in an envelope or package, sealed and identified as follows:

Solicitation Number and Title: RFP 301-18-004 Operations and Management Services for the Southeast Virginia Farmers' Market.

From: _____ September 22, 2017 2:00 PM
Name of Offeror Due Date Time

Street or Box Number

City, State, Zip Code

DSBSD-certified Micro Business or Small Business No. _____

Kevin Steinbrecher, Senior Contract Specialist of Procurement & Support Services
Name of Contract Officer

- G. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

- A. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the

award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

- H. **OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held on August 29, 2017 at 11:00 a.m. at the Administration Office Building located at 24540 Agri Park Drive, Courtland, Virginia, 23837. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- L. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia,

§2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

M. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

N. **CONTINUITY OF SERVICES:**

- a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

VIII. **METHOD OF PAYMENT:**

There is no payment required to be made to or by VDACS in this contract.

ATTACHMENT A

OFFEROR DATA SHEET To Be Completed By Offeror

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: ____ years ____ months.
3. **REFERENCES:** Indicate below a listing of at least four (4) business references. Include the name and address of the person the agency has your permission to contact.

Business Name	Dates of Service	Address	Contact Person	Phone	Email address

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized.

5. Are you a subsidiary firm: ____YES ____NO. If yes, list the name and location of your parent affiliation:

6. Name and title of firm's official to who further communication should be directed:

DSBSD Certification: Contractor ____IS ____IS NOT certified as a small, minority-owned or women-owned business by the Virginia Department of Small Business and Supplier Diversity. Certificate No. is _____.

I certify the accuracy of this information.

Signed: _____ Title: _____

Printed Name: _____

Name of Firm: _____

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**ATTACHMENT B:
Small Business Subcontracting Plan**

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ Date: _____

Instructions:

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

RETURN OF THIS PAGE IS REQUIRED (Tab 8)

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Totals \$					

RETURN OF THIS PAGE IS REQUIRED (Tab 8)

ATTACHMENT C

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information.

The Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

☐

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